

**WARRANTY DEED**  
Joint Tenancy

032087

**NO TRANSFER  
TAX PAID**

32-187

**KNOW ALL MEN BY THESE PRESENTS** that I, Cecile B. Pooler, of Waterville, County of Kennebec and State of Maine, in consideration of One Dollar (\$1.00) paid by Bryan D. Pooler and Kathleen H. Pooler of Waterville, County of Kennebec and State of Maine the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Bryan D. Pooler and Kathleen H. Pooler as joint tenants and not as tenants in common, their heirs and assigns forever, a certain parcel of land with any buildings thereon situate in Waterville, County of Kennebec and State of Maine and bounded and described as follows, to wit:

A certain lot or parcel of land situate in Waterville in the County of Kennebec and State of Maine, and being lot numbered thirty-eight (38) according to a plan of Beverly Hills made for Charles F. Poulin by Harry E. Green, C.E., dated November 29, 1947, and recorded in the Kennebec County Registry of Deeds in Plan Book 15, Pages 80 and 81, to which plan reference is hereby made for a more particular description of the lot herein conveyed.

Being the same premises described in a deed from Joseph A. Roy to Harriman J. Pooler and Cecile B. Pooler dated November 7, 1950 recorded at the Kennebec County Registry of Deeds in Book 905, Page 172. Cecile B. Pooler acquired full title to the premises as the surviving spouse of Harriman J. Pooler.

The above described parcel of land is conveyed subject to the following restrictions lettered from A to I which will be binding upon the said grantees and all persons claiming or holding under or through said grantees, and said restrictions shall be deemed as covenants running with the title to said land;

- (A) That said land shall be used only for residential purposes, and not more than one residence and the outbuildings thereof, such as a garage, shall occupy said land or any part thereof, at any one time, nor shall said lots be subdivided or so sold or leased in parcels, nor shall any building at any time situate on said land be used for business or manufacturing purposes;
- (B) That no house for more than two families, and that no house costing less than four thousand five hundred (\$4,500.00) dollars shall be built upon said lots; and that no building, or extension to such building, shall be erected or placed on any part of said land nearer to the street line which said building faces than twenty-five (25) feet;
- (C) That any outbuilding, including garages, shall not be erected nearer to the street line upon which the house constructed or to be constructed on said lot shall face than the front part of the main building erected or to be erected on said lot or lots;
- (D) That no placards or advertising signs other than such as relate to the sale or leasing of said lot or lots, shall be erected or maintained on said lot or lots or any building thereon;

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(E) That no fence or construction of any kind other than a dwelling shall at any time be erected in any position to interfere with view from residences on adjoining lots;

(F) That no cows, horses, goats, swine, hens or dog kennels shall at any time be kept or maintained on said lots or lots or in any building thereon;

(G) That if the owner of two or more contiguous lots desires to improve said lots as one lot, insofar as such contiguous lots are concerned, the foregoing covenants of restriction shall be construed as applying to a single lot:

(H) That no house or other building shall be erected or placed upon said land nearer to the lines of said land than six (6) feet, and in addition, the following shall be applicable to buildings erected or placed on lots numbered 5, 6, and 32;

(1) No houses, extensions thereto, outbuildings, including garages, or other buildings, shall in any case be erected on lots numbered five (5) and six (6) nearer to the Sidney Road than twenty-five (25) feet;

(2) No houses, extensions thereto, outbuildings, including garages, or other buildings, shall be erected on lot numbered thirty-two (32) nearer to both Franklin Street and Roland Street than twenty-five (25) feet.

The restrictions in this paragraph shall not in any way affect those set forth in paragraphs lettered B and C.

(I) Said lots are conveyed with the foregoing restrictions which are conditions of the conveyance affixed to and running with the land, and applicable to all lots hereafter to be sold or having been sold by Joseph A. Roy on a plan of lots known as Beverly Hills, in Waterville, Maine, aforesaid, and for a violation of the terms hereof, or any of them, by the said grantees herein named, or any person or persons holding or claiming by, under or through the aforesaid grantees, the right is expressly reserved to Joseph A. Roy, his heirs or assigns, or the owner of any lot or lots on said plan of lots known as Beverly Hills to proceed at law or in equity to compel compliance with the terms thereof. Joseph A. Roy shall not be held responsible for the enforcement of the foregoing restrictions.

Reference is made, however, to a quitclaim deed from Alfred J. Carey et al., to Harold A. Labbe et al., dated August 24, 1950 in which Joseph A. Roy joined, given to lift restrictions A, H, and I on lots numbered eight (8) and nine (9), thereby permitting the said Harold A. Labbe to convey a strip of land from lot numbered eight (8) to the owner of lot numbered nine (9).

**TO HAVE AND TO HOLD** the aforegranted and bargained premises, with all privileges and appurtenances thereof, to the said Bryan D. Pooler and Kathleen H. Pooler, as joint tenants and not as tenants in common, their heirs and assigns forever, to them and their use and behoof forever.

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AND I do covenant with the said Grantees, their heirs and assigns that I am lawfully seized in fee of the premises; that they are free of all encumbrances; that I have good right to sell and convey to the said Grantees to hold as aforesaid; and that I and my heirs, shall and will warrant and defend the same to the said Bryan D. Pooler and Kathleen H. Pooler, their heirs and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Cecile B. Pooler, joining in this deed as Grantor, and relinquishing and conveying all my rights by descent and all other rights in the above described premises, have hereunto set my hand and seal this 6th day of December, A.D. 1996.

Signed, Sealed and Delivered  
in the presence of

Michele J. Paquette

X Cecile B. Pooler  
Cecile B. Pooler

State of Maine  
Kennebec, ss

December 6, 1996

Then personally appeared the above-named Cecile B. Pooler and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Michele J. Paquette  
Notary Public, Attorney at Law  
Michele J. Paquette

NOTARY PUBLIC  
STATE OF MAINE  
COMMISSION EXPIRES DECEMBER 12, 1999



RECEIVED KENNEBEC SS.

95 DEC 10 AM 9:00

ATTEST: Thomas Reed Thomas  
REGISTER OF DEEDS